

ORIGINAL

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A LIMITED LIABILITY LAW PARTNERSHIP LLP

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LLC

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

DEC 04 2009
at 3 o'clock and 00 min. PM
SUE BEITIA, CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

RENNIE WEST, individually, and JRW
OAHU ONE, Inc.,

Plaintiff,

vs.

INTERNATIONAL HOUSE OF
PANCAKES, LLC, DOES 1 - 20,

Defendants.

CIVIL NO. 09-00542 ACK KSC
(Contract)

DEFENDANT INTERNATIONAL
HOUSE OF PANCAKES, LLC'S
ANSWER TO COMPLAINT FILED
ON SEPTEMBER 23, 2009;
CERTIFICATE OF SERVICE

**DEFENDANT INTERNATIONAL HOUSE OF PANCAKES, LLC'S
ANSWER TO COMPLAINT FILED ON SEPTEMBER 23, 2009**

Comes now, Defendant INTERNATIONAL HOUSE OF PANCAKES, LLC (hereinafter "IHOP"), by its attorneys and answers to the complaint for damages as follows:

FIRST DEFENSE

1. The complaint fails to state a cause of action upon which relief may be granted.

SECOND DEFENSE

2. In response to paragraph 1, IHOP admits that an executed single store development agreement was signed on or about November 24, 2004 and a franchise agreement was executed on or about June 30, 2005. IHOP is without information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 1, and thus denies the remaining allegations of paragraph 1.

3. IHOP is without information sufficient to form a belief as to the truth of the allegations contained in paragraphs 2, 3, 4, 5, 6, 7 and 8, and thus denies the allegations of paragraphs 2, 3, 4, 5, 6, 7 and 8.

4. IHOP is without information sufficient to form a belief as to the truth of the allegations contained in paragraphs 9 and 10.

5. Paragraph 11 is denied.

6. IHOP is without information sufficient to form a belief as to the truth of the allegations contained in paragraph 12.

7. IHOP is without information sufficient to form a belief as to the truth of the allegations contained in paragraphs 13 and 14.

8. In response to paragraph 15, insofar as the allegations alleged matters of law IHOP need not respond and IHOP is without information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 15.

9. Paragraph 16 is denied.

FIRST CLAIM FOR RELIEF

10. In response to paragraph 17, IHOP realleges and incorporates by reference its answers to paragraphs 1 through 16.

11. Paragraphs 18, 19 and 20 are denied.

SECOND CLAIM FOR RELIEF

12. In response to paragraph 21, IHOP realleges and incorporates by reference its answers to paragraphs 1 through 20.

13. Paragraphs 22, 23, 24 and 25 are denied.

THIRD CLAIM FOR RELIEF

14. In response to paragraph 26, IHOP realleges and incorporates by reference its answers to paragraphs 1 through 25.

15. Paragraphs 27, 28, 29 and 30 are denied.

FOURTH CLAIM FOR RELIEF

16. In response to paragraph 31, IHOP realleges and incorporates by reference its answers to paragraphs 1 through 30.

17. Paragraphs 32, 33 and 34 are denied.

FIFTH CLAIM FOR RELIEF

18. In response to paragraph 35, IHOP realleges and incorporates by reference its answers to paragraphs 1 through 34.

19. Paragraph 36 is denied.

THIRD DEFENSE

20. IHOP will rely upon the defense of comparative fault.

FOURTH DEFENSE

21. IHOP will rely upon the defense that the injuries and damages alleged were proximately caused by the negligence and/or fault of others and IHOP is in no way at fault.

FIFTH DEFENSE

22. IHOP will rely upon the defense of failure of consideration.

SIXTH DEFENSE

23. IHOP will rely upon the defense of waiver and estoppel.

SEVENTH DEFENSE

24. IHOP will rely upon the defense of accord and satisfaction.

EIGHTH DEFENSE

25. IHOP will rely upon the defense that Plaintiff has failed to satisfy conditions precedent to bring this to action.

NINTH DEFENSE

26. IHOP will rely upon the defense that Plaintiff's claim for punitive damages are barred by the applicable provisions of the Constitutions of the State of Hawaii and United States.

TENTH DEFENSE

27. IHOP will rely upon the defense that the claims asserted by Plaintiff are subject to the arbitration provisions of the applicable agreements.

ELEVENTH DEFENSE

28. IHOP will rely upon the defense that it at all times relevant acted in good faith and in accordance with all industry standards.

TWELFTH DEFENSE

29. IHOP will rely upon the defenses provided under Chapter 482E, Hawaii Revised Statutes.

THIRTEENTH DEFENSE

30. IHOP will rely upon the defense of release.

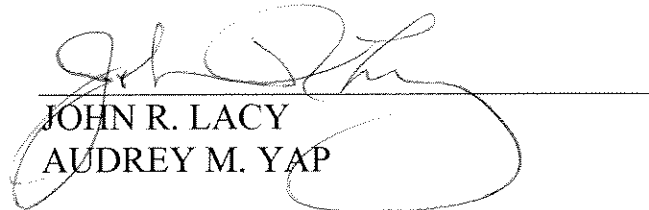
FOURTEENTH DEFENSE

31. IHOP will rely upon the defense of unclean hands.

FIFTEENTH DEFENSE

32. IHOP reserves the right to assert additional defenses as warranted by future discovery and/or the Hawaii Rules of Civil Procedure.

DATED: Honolulu, Hawaii, December 4, 2009.



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(CONTRACT)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that a copy of the within was duly served on the
following by United States mail on December 4, 2009.

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RENNIE WEST, individually, and
JRW OAHU ONE, Inc.

DATED: Honolulu, Hawaii, December 4, 2009.



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AUDREY M. YAP

Attorneys for Defendant
INTERNATIONAL HOUSE OF
PANCAKES, LLC